but are objecting to the record title to property held by him. The transaction being voidable only at the instance of the creditors of the transferror, the creditors of the transferree will not be allowed to invoke the aid of the bankruptcy court by dis-establishing the title that is valid as between the debtor and the petitioning creditors. The decision involves a novel point and seems to be eminently sound.

BANKRUPTCY—PARTNERSHIP CREDITORS—PRIORITIES.—All the partners of a firm were insolvent and both the firm and the partners were in bankruptcy. There were no partnership assets. *Held,* the partnership creditors share *pari passu* with the separate creditors of one partner in the distribution of his estate. *Re Gray,* 208 Fed. 959.

When both the social and the individual assets are being administered by a court of equity the better rule is that the partnership creditors, after exhausting the partnership assets, can share *pari passu* with the individual creditors in the distribution of the individual assets. See NOTES, p. 135. But in view of the positive provisions of the bankruptcy act it seems that, without exception, the firm creditors should have priority in the social assets and the individual creditors in the individual assets. And so is the weight of authority. *Re Wilcox* 94 Fed. 84; *Re Henderson,* 79 C. C. A. 485, 149 Fed. 975; *Re Janes,* 67 C. C. A. 216, 113 Fed. 913. The Supreme Court has so far refused to examine the question. *McNabb* v. *Bank,* 198 U. S. 583.

CONFLICT OF LAWS—EVIDENCE—WHAT LAW GOVERNS.—A Pennsylvania statute made the by-laws of an insurance company inadmissible in evidence as part of an insurance policy, unless attached thereto. In an action brought in that state, it was necessary to determine whether a certificate of membership issued by an Alabama beneficial association came within the provisions of that statute. *Held,* the law of Pennsylvania determines whether the certificate comes within the provisions of the statute. *Marcus* v. *Heralds of Liberty* (Pa.), 88 Atl. 678.

All matters involving the evidence and the remedy are to be governed by the *lex fori. Downer* v. *Chesebrough,* 36 Conn. 39, 4 Am. Rep. 29; *Ruhe* v. *Buck,* 124 Mo. 178, 27 S. W. 412, 46 Am. St. Rep. 439, 25 L. R. A. 178; *Pritchard* v. *Norton,* 105 U. S. 124 (*dictum*). If a question is solely one of remedy and to determine it, it is necessary to ascertain the nature of the contract, then the *lex fori* is the law applied to determine the nature of such contract, so far as the question of remedy is concerned. *Thrasher* v. *Everhart,* 3 Gill & J. (Md.) 234; *Bank* v. *Donnally,* 8 Pet. (U. S.) 361; *LeRoy* v. *Beard,* 8 How. (U. S.) 451; MINOR CONF. LAWS, 506. Thus in *LeRoy* v. *Beard, supra,* a covenant was executed and to be performed in Wisconsin, which by the law of Wisconsin was under seal, but which the law of New York did not regard as under seal. Assumpsit being brought thereon in New York, it was held that assumpsit, not covenant, was the proper form of action in New York. The question in the principal case involved a matter of remedy, and the *lex fori* should have been applied to determine the na-

ture of the contract. The court applied the correct law but based its decision upon the reasoning that the *lex loci contractus* governed the case.

It would seem that even though the contract had been made in a state other than Pennsylvania, if the action were properly brought there, the law of Pennsylvania must have been applied, since the law of the forum governs, and not necessarily the law of the place where the contract is made. The court in basing its decision upon the ground that the *lexi loci contractus* governed would seem to negative this conclusion.

CORPORATIONS—EQUITY—DISREGARD OF LEGAL FICTIONS.—The defendant was a holding corporation, owning controlling interests in eight other corporations; the chief officers of the holding corporation filling practically all of the chief offices in the other corporations. The plaintiff, a stockholder in the defendant corporation, filed a bill to compel the defendant to produce not only its own but the books of the other companies for discovery, fraud being alleged. *Held,* the defendant must produce the books for discovery. *Martin* v. *D. B. Martin Co* (Del.), 88 Atl. 612.

A corporation ordinarily is a legal entity distinct and separate from its stockholders. *Button* v. *Hoffman,* 61 Wis. 20, 20 N. W. 667, 50 Am. Rep. 131. But to prevent fraud, equity will disregard the legal fiction of a separate individual and consider a corporation as an association. *First Nat. Bank* v. *Trebein Co.,* 59 Ohio St. 316, 52 N. E. 834.

Thus it has been held where two separate corporations are controlled by the same directors, their corporate individuality will be disregarded to the extent of annulling contracts between them. *Bill* v. *Western Union Tel. Co.,* 16 Fed. 14. And when several corporations transfer their property in exchange for stock in a new company an original stockholder may maintain an action directly against the new company for stock. *Anthony* v. *American Glucose Co.,* 146 N. Y. 407, 41 N. E. 23. It is settled that a stockholder always has the right to examine the books of the corporation upon a reasonable demand. *Com. v. Phœnix, etc., Co.,* 105 Pa. St. 111, 51 Am. Rep. 184. And although there seems to be no direct authority for such an order as was granted in the principal case, yet by analogy to the above and other authorities it would seem that it was properly granted.

CORPORATIONS—TRANSFER OF ASSETS—RIGHTS OF CREDITORS.—A corporation pending a suit against it by creditors, transferred all of its property to a second corporation which latter assumed payment of some of the former's debts but not those which were the subject of the pending suit. In consideration of such transfer, the purchasing corporation issued its own stock to the stockholders of the selling corporation. The creditors of the selling corporation brought suit to subject the transferred property in the possession of the purchasing corporation to the payment of their debts. *Held,* such property is a trust fund and can be followed and subjected to the payment of the debts. *Jennings Neff & Co.* v. *Crystal Ice Co.* (Tenn.), 159 S. W. 1088.

While the ultimate result reached in the principal case is undoubtedly